

TOWN OF SCITUATE
RHODE ISLAND

INTERNATIONAL BROTHERHOOD
OF
POLICE OFFICERS
SCITUATE LOCAL 502

COLLECTIVE
BARGAINING
AGREEMENT

JULY 1, 2024
THROUGH
JUNE 30, 2027

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INTRODUCTION

This Agreement is entered into as of the 1st day of July 2024 by and between the Town of Scituate (hereinafter referred to as “Town” or “Employer”) and the Scituate Local 502, International Brotherhood of Police Officers (hereinafter referred to as “Union” or “I.B.P.O.”). This collective bargaining agreement (hereinafter “Agreement”) is entered into pursuant to the authority granted by the *Rhode Island General Laws Title 28, Chapter 9.2, § 1, et seq.* known as the *Municipal Police Arbitration Act*, as amended.

ARTICLE I

SECTION 1 RECOGNITION

The Town hereby recognizes and acknowledges the Union as the sole and exclusive bargaining representative for all full-time police officers from the rank of Patrolman up to and including police officers holding the rank of Sergeant for the purpose of collective bargaining and entering into agreements relative to wages, rates of pay and other terms and conditions of employment.

The words, “member”, “members of the bargaining unit”, “employee”, “officer”, “police officer” or “Patrolman” (or the plurals thereof) when used in this Agreement shall mean all of the officers described in the preceding paragraph.

All references to an employee covered by this Agreement as well as the use of the pronoun “he” are intended to include both genders. When the male gender is used, e.g. “Patrolman”, it shall be construed to include male and female officers.

SECTION 2 NONDISCRIMINATION

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, sexual orientation, sexual identity, age, country of ancestral origin or any other prohibited bases of discrimination.

The Union shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Union. The Union further agrees that it shall not discriminate, intimidate, harass, coerce or retaliate against an employee who refrains from engaging in any activities of the Union.

The Town agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Union, or on account of his membership in, or activities on behalf of, the Union.

SECTION 3 UNION SECURITY

- (a) All full-time officers of the Department shall have the right and option to voluntarily join or refrain from joining the Union. The Union may no longer charge any employee dues, a so-called "agency fee" or "service fee" without the employee's affirmative consent. All employees in the bargaining unit on the effective date of this Agreement may either, (1) become members of the Union and pay membership dues, (2) pay to the Union a service fee in the amount determined by the Union or (3), he will neither be a member nor be entitled to representation from the Union.

- (b) **Failure to Pay Dues or Agency Service Fees**

The rights of any member who elects not to pay either union membership dues or agency fees shall be governed by the provisions of R.I.G.L. §28-9.2-18, as amended.

- (c) If an employee is promoted from the bargaining unit to the position of Chief or Deputy Chief, he shall have the right to revert to his former rank at any time within one year after his promotion, provided he has not completed twenty (20) years of service at the time.

SECTION 4 DUES DEDUCTION

Upon receipt of authorization from the members of the Union who sign deduction cards, the Town will deduct dues and fees and make them payable to the Union. The Town shall forward to the Union the monies so deducted by the fifteenth (15th) day of the month following such deduction.

The Union shall indemnify and hold harmless the Town and any of its agents, representatives and employees performing required duties of the Town against any and all claims, suits, orders and judgments of any nature brought or issued against the Town as result of its compliance with the dues and service fee provisions of this Agreement, including, without limitation, all costs of litigation and reasonable counsel fees.

SECTION 5 TIME OFF WHILE PERFORMING UNION DUTIES

An employee who is a member of the Executive Board of the Union shall be allowed reasonable time off for official Union business including collective bargaining,

grievance adjustment, grievance arbitration, interest arbitration, disciplinary representation of members, attendance at regional and/or state I.B.P.O. meetings and other reasonably necessary responsibilities, with pay and without the requirement to make up said time, if there is sufficient manpower available to cover said employee as determined by the Chief of Police and provided that such time off does not result directly or indirectly in overtime compensation or any other premium for any employee of the Town.

ARTICLE II

MANAGEMENT RIGHTS

Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities for the management and the direction of the officers of the SPD are vested, retained and reserved exclusively to the Town, including, but not limited to: the right to direct, hire, retire in accordance with the "Town of Scituate Retirement Plan for Police Department Employees", layoff, transfer and assign employees of the bargaining unit, or to suspend, demote, discharge or otherwise discipline said employees for Just Cause, or to relieve employees from duties because of lack of work or economic or operational reasons; to maintain the efficiencies of the operations and to determine the methods, means, processes and personnel by which law enforcement and public safety operations are to be conducted; to determine the number of employees assigned to any work or operations; to establish reasonable performance standards and to review employees under these standards; to determine the equipment to be used; and to make technological changes.

No provision of this Agreement shall be construed or applied in derogation of any authority granted to the Town by law.

ARTICLE III

POLICIES, GENERAL ORDERS, RULES AND REGULATIONS

Except to the extent there is contained in this Agreement express and specific provisions to the contrary, the Town may promulgate written directives such as policies, general orders, Personnel Orders (PO's), rules and regulations and Standard Operating Procedures (SOP's) governing the conduct of SPD personnel and its public safety and

law enforcement functions as it deems advisable. The written directives governing the SPD shall be adhered to by all members of the Union and all employees covered by this Agreement. All members of the SPD may suggest future orders for the SPD by submitting their suggestions in writing to the Chief of Police. Such suggestions shall be given due consideration by the Chief of Police and, if deemed advisable, may be adopted. No suggestion, in violation of any law, regulation or ordinance, will be considered.

ARTICLE IV

COMPOSITION OF POLICE DEPARTMENT/VACANCIES/PROMOTIONS

SECTION 1 COMPOSITION OF DEPARTMENT/PROBATIONARY PERIOD

The Town Council may appoint at any regular meeting as a permanent police department, such police officers including a Chief of Police and Deputy Chief of Police, for service in said town as by ordinance the council may from time to time determine and the members of said department shall hold their respective offices until vacated by death, resignation or retirement except as hereinafter provided. The Town and the Union have negotiated in good faith a new Detective Sergeant's Position. As a result of good faith bargaining and valuable consideration, the Town and the Union signed a Memorandum of Agreement outlining the terms and conditions of that position. The Memorandum of Agreement is attached as Appendix A and incorporated as part of this Agreement. All newly appointed officers shall serve a probationary period of fifteen (15) months from the date of appointment. All newly appointed Lateral officers shall serve a probationary period of twelve (12) months from the date of appointment. The date of appointment shall be the date upon which the officer is appointed by the Town Council and authorized to attend the Rhode Island Municipal Police Training Academy. It is expressly understood and agreed that no officer may grieve or arbitrate the imposition of any discipline (e.g. counseling, oral warning, oral reprimand, written reprimand, suspension) or his discharge from employment with the Town during his probationary period or any extension thereof. The Union covenants that it shall not process any grievance prohibited under this section nor shall it submit a demand to arbitrate any such grievance.

SECTION 2 PROMOTIONS

1. Promotions to the ranks of Sergeant, and Detective Sergeant shall be made on a competitive basis. No officer may be eligible for a promotion to the rank of Sergeant or above until he has completed five years of service from date of appointment.

Any officer previously accepted into the SPD without the educational requirements shall be permitted to take any examination for promotion to a higher rank even though a regulation may now state an educational requirement.

2. Consistent with Paragraph 1 of this section, the promotional process shall consist of the following components:

a. A written examination prepared by a professional testing agency selected by the Chief of Police shall be given to all aspirants who shall be in attendance at the same time. The test will be administered by the Chief of Police or his administrative designee. This test will be related to the job of Police Sergeant. A minimum score of seventy (70%) percent must be attained in order to advance in the promotional process.

b. An oral examination of all aspirants will be given within one (1) week of the written examination, such examination to be administered and scored by three (3) members of other police agencies with a rank higher than that tested. All aspirants shall be asked the same series of initial job related questions. The questions shall be neutral for all aspirants and shall not favor any one party.

c. The written examination shall be constructed so that no more than fifty-five (55) points may be attained. The oral examination shall be constructed so that no more than thirty (30) points may be attained. Seniority credits, (one-half (1/2) points per year of service) may be attained to a maximum of ten (10) points. Up to five (5) points may be awarded by the Chief of Police in his discretion based on articulable facts. Each candidate shall be given an opportunity to review his award of points on each element of the promotional process with the Chief of Police.

d. Promotions shall be made from the top two (2) officers on the promotional list. The promotional list shall have a duration of two (2) years from the date of posting; provided however, if that list is limited to one individual, the Town may commence the process of creating a new promotional list.

e. The Promotional Process for the rank of Detective Sergeant shall be as follows:

All interested eligible candidates that are interested in the position shall send the Chief of Police or his designee a letter of interest within a specified time agreed upon by the Town and the Union.

A Panel of three (3) officers who hold the rank of Detective Lieutenant or Detective Captain from the following departments shall interview those candidates: RISP; Cranston; Warwick; Pawtucket; East Providence Police.

The Interview Panel shall ask all candidates the same questions/scenarios. Additional questions pertaining to their resumes, education, etc. may be asked.

The Interview Panel shall rate all candidates by a numeric number system 1-100. The Panel shall then enclose the results in a sealed envelope and all panel members shall initial the envelope.

The sealed envelope shall then be given to the Chief of Police or his designee. The envelope shall only be opened in the presence of the Union President or their designee.

The Chief of Police shall award the Detective Sergeant's /Officer who score the highest.

Testing for vacancies in supervisory ranks will commence within thirty (30) days after a vacancy occurs. A vacancy shall be deemed to have occurred on the day following an employee's removal from the payroll.

f. All promotional announcements will be posted in the patrol room for viewing. The Chief of Police will maintain security of all promotional materials when not in use.

g. Promoted officers shall attend additional job-training at a school/seminar of the Chief's choice.

ARTICLE V

SENIORITY AND LAYOFFS

SECTION 1 SENIORITY

The members of the SPD shall have seniority rights and said seniority in grade with regard to the following:

a. Choice of vacation shall be made by the senior officer in grade. If entitled to more than one (1) week, said senior officer shall not be permitted a choice of more than one (1) week until the entire roster has been run, after which seniority shall again prevail.

b. All superior officers shall choose vacation by seniority, that superior officer first attaining the rank being allowed the first pick. All patrolmen shall choose vacation by seniority, that being the length of time said patrolman has been a member of the department from date of appointment (as set forth in Article IV, Section 1). (Under a three and three schedule one person, supervisor or patrolman on the same shift, may be on vacation at the same time. The Chief of Police may approve a second officer on vacation per shift, at his discretion.)

c. Patrolman seniority shall be determined by the length of time said patrolman has been a member of the department. In the event that more than one (1) officer is appointed on the same day, the class standing shall determine seniority.

d. Transfers between shifts shall be by seniority. Emergency transfers may result in response to unusual circumstances such as, but not limited to, extended injury or illness.

e. A seniority list shall be posted on the bulletin board within the police station.

SECTION 2 LAYOFFS

In the event of layoffs, employees shall be laid off in order according to seniority. Two weeks' notice of lay-off shall be given to all employees so affected. Affected employees will remain on a preferential reemployment list for a period of two (2) years from the date of lay-off.

In the event of recall, the order of lay-off described above shall be reversed.

ARTICLE VI

HOURS OF EMPLOYMENT/OVERTIME/CALL BACK/COURT TIME/

SPECIAL DETAILS/MINIMUM STAFFING/SAFE VEHICLES/NEW

VEHICLES/EQUIPMENT/VEHICLE EQUIPMENT/SCHOOLS/SEMINARS

SECTION 1 HOURS OF EMPLOYMENT

The basic work week shall consist of the Panama Schedule. Detective Sergeant and SRO shall work Monday through Friday, 0700-1500 hours, Weekends and Holidays off. The Chief of Police may from time to time flex the hours of the Detective Sergeant if it is necessary for a specific investigation. For the purpose of this Agreement, work is defined as any time a police officer is on active duty required to be at the station, traveling from home and returning to home after being called back in case of an emergency, or is required to be present in a court of law as part of his duties.

All scheduled work hours shall be prepared and posted in the SPD. In the event that it becomes necessary to change the scheduled work hours for any groups, the parties hereto shall make every effort to agree mutually on the hours of said schedule and fix the hours subject to the grievance and arbitration provisions of the Agreement. In the event that a majority of the members of the Union in attendance vote to request a new or experimental work schedule, they may make a request to the Chief of Police in accordance with the vote. The Chief of Police may, in his discretion, approve the new or experimental schedule. If an experimental schedule is subsequently not to the satisfaction of the Town or the Union (by majority vote of the members of Union in attendance), the original work schedule will be returned.

Any police officer who wishes to change his days off or vacation may either request his superior in charge for a change or may substitute with another police officer of equal rank provided such substitution is approved in advance by the superior officer. Such approval shall not be unreasonably withheld.

The hours of an employee work schedule, normally, shall not be changed without at least eight (8) hours notice in advance. This shall not affect the SPD's call back policy as provided further within this Agreement.

Failure to give such eight (8) hours notice shall not be an excuse for an employee from reporting for duty but such failure shall be construed as call back and subject to call back provisions.

SECTION 2 OVERTIME

All employees covered by this Agreement who are required to work beyond their normally assigned work schedule on any given day, shall be paid at the rate of time and one-half for each hour worked or at time and one-half if requested in compensatory time, which may be accrued to a maximum of forty (40) hours. An officer may continue to earn/use compensatory time throughout the year as long as the officer's maximum accrual does not exceed forty (40) hours at any time. Any officer who is on a "forced holdover" shall have those hours count towards order-backs.

All overtime and compensatory slips submitted to the Chief of Police, or his designee shall be approved within forty-eight (48) business hours.

TRAFFIC COURT

The duties of the officer held to cover required minimum staffing shall be filled by the overtime list. No officer shall be held over to fulfill these duties unless no officer voluntarily take the overtime position.

DUI/SFST RECERTIFICATION

All officers who are required to attend DUI/SFST Recertification shall be paid a minimum of four (4) pay at time and one-half the officer's rate of pay.

SECTION 3 SCHOOL RESOURCE OFFICER (SRO)

- A. The Juvenile Division shall consist of one (1) School Resource Officer (SRO) and will be under the command of the Chief of Police or designee.
- B. There shall be a memorandum of understanding between the Scituate Police Department and the Scituate School Department defining the role and limitations of the SRO position within the Scituate School District.
- C. Within one (1) year of appointment to the position, the SRO must complete the National Association of School Resource Officers (NASRO) Basic Training class.
- D. The SRO shall be assigned to school policing duties and responsibilities within the school district one (1) day prior to the start of the school year and continue through one (1) workday after the end of the school year. During the school year the SRO will maintain an office within the high school to be used during school hours only. During the school year, the SRO shall be released from patrol responsibilities except for emergency situations or temporary assignment as needed by the Chief of Police or designee.

- E. During the school year the SRO will maintain the Monday through Friday 0700-1500 hour schedule with weekends and holidays off. Throughout the school breaks the SRO will be assigned to patrol or assist the detective as determined by the Chief of Police or designee.
- F. While school is in session the SRO will work the assigned scheduled hours unless circumstances or special assignments require a change in hours. This change in hours requires prior approval from the Chief of Police or designee.
- G. The SRO is a member of the Scituate Police Department and does not work for the Scituate School District. The SRO will not complete tasks or handle responsibilities associated with school administrators or school staff.
- H. It will be the responsibility of the SRO to schedule a meeting with the Chief or designee, on or as close to May 1 of each year to discuss scheduling for the upcoming summer break. The Chief or designee will decide the schedule for the summer break as it best suits the needs of the department staffing. A schedule will be made available to the SRO on or before May 16 for the upcoming summer break and may require working on weekends and holidays. Seniority including the SRO, will prevail in shift assignments.
- I. The SRO uniform during the school year will be dark blue polo with the Scituate Police "Spartan" patch on left chest. Last name on right chest, and POLICE on back. The shirt style worn will be consistent with the department order for long or short sleeves. A quarter zip pullover may be worn but must be detailed same as the polo shirt. The department issued ballistic vest will be worn under the polo shirt during the school year. The pants will be tan BDU style pants, black duty belt, and black shoes/boots. The outdoor jacket will current patches or department issued rain jacket for inclement weather. Hat will be department issued baseball style hat. The hat will be worn when outside the building with the exception while on school grounds during normal school operating hours. When outdoors, off school grounds or during non-school hours (to include school details), the hat will be worn. The SRO may wear plain clothes for a specific purpose or event with prior authorization by the Chief of Police or designee. When the SRO works a patrol shift, or overtime patrol shift the current patrol uniform with external carrier will be worn. The exception being during the school year the concealed vest may be worn with a duty belt. When the SRO works a detail, the current detail uniform will be worn. The exception being during a school detail, the SRO uniform will be worn.
- J. The SRO will have the first opportunity to work all school details. If declined by the SRO, the detail will be handle by the CBA. If the detail still goes unfilled, the SRO will be ordered back to work the school detail, and this is recorded as an order back in the order back recording system. If the SRO is on approved time-off, the school detail will follow the CBA for filling details.
- K. The SRO shall be allowed to work patrol overtime and non-school details as defined in the CBA.

- L. The process to fill the SRO position when it becomes vacant shall be an interview process. This process shall be an oral board made up of the following three (3) persons: The Chief of Police, or designee; an uninterested member of Local #502; and current SRO from another R.I. jurisdiction selected by the Chief of Police or designee. The SRO position shall be awarded to the officer who scores highest on the oral board. Once the list is established, it will remain in effect for two (2) years.

SECTION 4 CALL BACK

Employees called back to work shall be compensated for a minimum of four (4) hours and shall be paid time and one-half if requested monetarily or time and one-half if requested in compensatory time, which may be accrued to a maximum of forty (40) hours. Notwithstanding the foregoing, if the Department may be in a position to receive federal funding due to the emergency, the Chief may deny a request to receive compensatory time in lieu of monetary compensation. An officer may continue to earn/use compensatory time throughout the year as long as the officer's maximum accrual does not exceed forty (40) hours at any time.

The Detective Sergeant shall not be in the Patrol Overtime callback rotation or subject to Patrol Order backs. The Detective Sergeant shall be asked and afforded the opportunity to work overtime after all officers that are in the regular rotation are asked first. However, the Detective Sergeant shall be subject to call backs and order backs relating to his/her Detective Sergeant's position.

SECTION 5 COURT TIME

Employees required to attend court hearing or called back to the station for court hearing during scheduled vacations or scheduled off duty time, shall be compensated for not less than four (4) hours on the basis of time and one-half for each hour in such attendance.

Time "in such attendance" shall be defined to include the amount of time usually and ordinarily required to travel between the police station and the court, and back again.

SECTION 6 SPECIAL DETAILS

- a. Parades and town details - Any employee who participates to parade or work a detail for the Town outside his regular work hours shall be paid as per call back in Section 3 above.

- b. Non-profit details - Town non-profit organizations requesting a detail during weekend hours will be charged the weekday detail rate of \$60.00 per hour. In addition, a \$10.00 hourly administrative cost will be charged.
- c. Traffic, construction and crowd control details - In any matter where the employee is assigned to a detail not covered by paragraph (b) of this section, the rate of pay shall be the rate of \$60.00 per hour with a minimum of four (4) hours plus an hourly administration charge of ten dollars (\$10.00). If a scheduled detail does not indicate a stop time beyond four (4) hours, then any work performed beyond four (4) hours but less than eight (8) hours shall be compensated at no less than eight (8) hours. This minimum payment of eight (8) hours shall not be paid if a vendor specifies the scheduled time to be worked beyond four (4) hours. If a detail specifies a start and finish time, the officer(s) will be paid at a minimum for those scheduled hours. After eight (8) consecutive hours the rate will change to time and one half of the detail rate. Any detail, excluding Town Details, called in prior to eight (8) hours in advance (ASAP) shall be paid at the rate of time and one-half the detail rate.
- d. The Saturday and Sunday rate will be at time and one half of the detail rate. On specified Holidays, identified by an asterisk (*) in the PAID HOLIDAYS Article, the rate will be double the detail rate.
- e. Whenever any member of the SPD is injured while on special detail he shall be compensated by the Town only to the extent that he is covered by the provisions of Title 45, Section 19, Paragraph 1 of the General Laws of the State of Rhode Island, 1956, as amended in those circumstances.
- f. Should a detail be cancelled less than two (2) hours before its scheduled starting time, then an officer shall be paid a minimum of four (4) hours and the \$10.00 hourly administrative cost shall also be charged for said four (4) hours.
- g. Any detail so assigned after noontime on Christmas Eve or New Year's Eve shall be paid at the Holiday rate set above.
- h. In determining hours worked, any period of time worked in excess of twenty (20) minutes, shall be considered as one full hour.

- i. All details shall be authorized and assigned by the Chief of Police who shall make an effort to make such assignments on a rotating basis insofar as practicable, with priority to full-time police officers and Detective Sergeant.
- j. At least two (2) officers shall be assigned to any detail which requires the control of the gathering of one hundred or more people. The senior officer on the special detail shall have the authority to engage additional men, if in his opinion and that of the Officer-in-Charge on duty, more help is needed and it shall be at the expense of the organization holding the event.
- k. Special details earnings will be paid by the Town in the regular check, during the pay period when the detail is performed.
- l. Officers working special details are expected to adhere to and conduct themselves in accordance with the policies, general orders and rules and regulations of the SPD as referenced in Article III of the Agreement.

SECTION 7 MINIMUM STAFFING

Consistent with Chapter 231 of Rhode Island's Public Laws as well as Town Ordinance adopted July 9, 1970, relating to a permanent Police Department, the Town Council acknowledged its obligation to provide police services to the people of the Town. The Town Council will therefore endeavor to fulfill its public trust and obligation to the people by making appropriate numbers of police officers available at appropriate times in fulfillment of this statutory obligation.

a. The Town agrees that the SPD will assign a minimum of two (2) patrols to each and every duty shift, except on every Friday and Saturday and each Sunday preceding a Monday federal holiday between 19:00 hours through 01:00 hours when an additional officer will be added to the minimum bringing the staffing level to no less than three (3) patrols. The additional officer cannot be ordered to work for the purposes of filling this additional position. In the event that the Town cannot fill this vacancy, the Union agrees that the two (2) patrol minimum will remain.

All overtime will be filled in accordance with the provisions set forth in Article VI, sections 2 and 3.

b. The duty shifts shall be filled by regular, uniformed police officers in marked patrol cars. Any vacancy or vacancies on any shift caused by the absence of the

police officer assigned thereto shall be filled by regular police officers of the Town if possible. Vehicles equipped with blacked out or subdued graphics will still be considered a marked patrol car.

c. In the event that such police officer elects not to accept the assignment to fill such vacancy or vacancies, then, and only in such an event, may the Chief of Police order back a regular police officer to fill such vacancy or vacancies by the assignment of his choice of a special officer.

d. In the event that a Supervisor is not working, the senior uniformed police officer shall receive one (1) hour of regular detail pay pro-rated for the actual time that a senior uniformed officer works on the shift.

DEPARTMENTAL STRUCTURE

The Scituate Police Department Table of Organization shall be no less than as follows:

1. Four (4) Patrol Sergeants
2. One (1) Detective Sergeant
3. One (1) School Resource Officer
4. Eight (8) Patrol Officers

SECTION 8 SAFE VEHICLES

The Town agrees that no member of the bargaining unit shall be required to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. All equipment which an officer believes is not mechanically sound or properly equipped shall be appropriately reported to a superior officer and it will not be used by other drivers until it is properly repaired. If after several attempts to correct the safety issue, the union does not feel the problem is corrected, the vehicle will be checked by a state licensed inspector.

If after the vehicle is checked by a state licensed inspector, the officer still feels the vehicle is unsafe, a second state inspector shall be required to inspect the vehicle in question.

The Town agrees that it will maintain in proper working order any and all equipment on vehicles.

SECTION 9 NEW VEHICLES AND VEHICLE EQUIPMENT

- a. The Town agrees that all future replacement police vehicles shall be equipped with radial tires consistent with the manufacturer's specifications.
- b. The Town agrees that in addition to all equipment required by Rhode Island law, all police vehicles shall be equipped with:
 1. (1) 12 GA. Police shotgun with 10 rounds of ammunition.
 2. Half prisoner cages for all new marked police vehicles when available.
 3. Two-way radio.
 4. Air conditioning.
 5. AM/FM radio.
 6. Fire extinguisher.
 7. Life saving ring.
 8. Disabling of the door handles and window controls in the rear prisoner area.
 9. The Town shall designate an unmarked vehicle dedicated to the Detective's position.

SECTION 10 EQUIPMENT

All new police officers shall be issued the following equipment:

- (1) Class A Dress Hat (1)
- (2) Class A dress uniform shorts (one (1) short sleeve and one (1) long sleeve) with number boards.
- (2) Class A dress uniform pants (one (1) summer weight and one (1) winter weight.
- (2) Shirt badges
- (1) Hat badge
- (2) Black clip-on-tie
- (1) Pair of SPD collar pins
- (2) Badge numbers
- (2) Class B uniform shirts (one (1) short sleeve and one (1) long sleeve)
- (2) Class B uniform pants

- (1) Bullet resistant vest (level 2 or higher)
- (1) Exterior bullet resistant vest carrier (with or without Molle straps)
- (1) Pair black duty boots
- (1) Winter coat
- (1) Spring/summer jacket
- (1) 2-Sided rain coat and dress hat cover
- (1) Black leather duty belt with belt keepers
- (1) Inner belt
- (1) 21" ASP brand friction lock expandable baton with duty belt holder
- (1) Pair of handcuffs with duty pouch
- (1) 2-Way radio with duty belt pouch
- (1) Can OC spray with duty belt pouch
- (1) Duty pistol with three (3) magazines
- (1) Duty holster
- (1) Double magazine pouch
- (1) Copy of the Scituate Police Department Written Directives (access to electronic versions of these documents will be considered issuance.

The Town agrees to cover the initial cost of any patches, embroidery, or tailoring for the items listed in this section for all newly hired officers. The Town also agrees to repair or replace any of the items listed in this section that becomes damaged or destroyed in the line of duty; officer's carelessness excluded. Any future changes or additions to the items listed in this section shall be paid at the expense of the Town and shall include patches, embroidery, and tailoring if applicable.

Any changes or additions in equipment required by the Town shall be at the expense of the Town.

SECTION 11 SCHOOLS/SEMINARS

The Town agrees that when a school or seminar is offered by the Chief of Police to the members of the SPD, a notice of this school or seminar will be posted in advance. Officers who apply will be chosen from a rotating list maintained by the Chief. In the event that a school required a prerequisite or is job specific, the qualified applicants

would be chosen from the rotating list. Any officer who attends or instructs a school or seminar shall be paid compensatory time and one-half (1-1/2) the hours worked.

ARTICLE VII

CLOTHING MAINTENANCE

All employees of the SPD shall be paid annually the amount of One Thousand (\$1,000.00) dollars for clothing maintenance.

CLOTHING ALLOWANCE

The Town shall supply an annual clothing allowance not to exceed one thousand, two hundred (\$1,200.00) dollars by July 15th of each year of this Agreement, paid directly to the vendor for the purchase of equipment required to be used by employees.

All members of the SPD shall during their regular working hours wear the prescribed uniform unless otherwise advised by the Chief of Police.

ARTICLE VIII

PAID HOLIDAYS, PERSONAL DAYS, VACATION, FLEXIBLE BENEFIT PLAN

SECTION 1 PAID HOLIDAYS

The following holidays shall be paid holidays for all members of the SPD. Holiday pay shall be at the rate of .30 of the employee's weekly base salary (excluding overtime) and shall be paid to each employee over and above his salary whether he works the holiday or not.

New Years Day*	Martin Luther King Day*	Birthday
Presidents' Day*	R.I. Independence Day	<u>Juneteenth Day</u>
Police Memorial Day	Memorial Day*	
Independence Day*	Labor Day*	
Columbus Day	Veterans Day*	
Thanksgiving Day*	Christmas Day*	

*Details paid at the holiday rate.

In addition, those Officers who work the holiday (0000-2359 hrs.) shall be paid at the rate of time and one-half of their regular rate for July 4th, Thanksgiving, and Christmas.

SECTION 1A PERSONAL DAYS

All members of the SPD shall be allowed thirty-six (36) hours' of absence with pay each contract year, to be used within that year. There shall be no carry over or accrual. Notification to the SPD must be made at least two (2) hours in advance of the shift to be taken off.

SECTION 2 VACATIONS

All members of the SPD who in any given calendar year on the anniversary of their date of appointment have reached the following years of service, shall be granted the following vacation days. Vacation days shall be granted if seventy-two (72) hours' notice is given to the Chief of Police or his designee.

Effective July 1, 2018, all members of the SPD who in any given calendar year on the anniversary of their appointment have reached the following years of service, shall be granted the following:

<u>Years of Service</u>	<u>Hours Vacation</u>
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1-3	144
4-6	204
7-10	240
11-13	252
14-16	276
17-20	324
20+	336

Any officer may opt to carry over up to eighty-four (84) hours of vacation from one calendar year to the next.

SECTION 3 FLEXIBLE BENEFIT PLAN

All members of the SPD will have the option to avail themselves of the extended benefits offered with the Town's Flexible Benefit Plan. The Town will continue, without diminution, any and all benefits which are otherwise part of this Agreement. The choice to either continue benefits exactly as they are afforded under the current contract or to change or improve on those benefits as is allowed under the Flexible Benefit Plan will belong entirely to each individual police officer.

SECTION 4 FIELD TRAINING OFFICER (FTO) COMPENSATION

FTOs or officers acting in the capacity of an FTO will be compensated one (1) hour per day at the detail rate, pro-rated for the actual time that the FTO works on the shift for each day of field training. Compensations shall not be based upon the trainee's performance, evaluation or successful program completion.

SECTION 5 PHYSICAL TRAINING (PT) INCENTIVE

On an annual basis, the SPD's PT cadre will coordinate with the Chief of Police and conduct a voluntary PT assessment of any officer volunteering to participate. This assessment will be based on the then-current standards of the Rhode Island Municipal Police Training Academy. Any volunteering officer must complete successfully all four (4) events and upon such completion shall be paid a Three Hundred Dollar (\$300.00) annual stipend, which shall be paid in the next pay period after completion.

SECTION 6 ACCREDITATION INCENTIVE

All officers shall receive a seven hundred fifty dollar (\$750.00) accreditation stipend annually to be paid in the month of July each year if the Town acquires and maintains either CALEA or RIPAC Accreditation.

ARTICLE IX

ILLNESS AND INJURY / SICK LEAVE BUY BACK UPON RETIREMENT / ANNUAL SICK LEAVE BUY BACK

SECTION 1 ILLNESS AND INJURY

- a. Members of the SPD who shall contract illness or sustain injury in the line of duty shall be benefited as provided in Title 45, Section 19, Paragraph 1 of the General Laws of the State of Rhode Island, 1956, as amended.
- b. Presumption of Disability-In any case where an employee who was hired prior to January 1, 2018 is disabled from performing his/her regular duties as a police officer because of cancer, or any condition derived from cancer, it shall be a rebuttable presumption that such disability is attributable to his/her employment as a member of the Police Department and he/she shall be entitled to all benefits provided in Section 45-19-1 of the General Laws of Rhode Island, 1956 as amended.

PANDEMIC OR FORCED QUARANTINE

When the State of Rhode Island or the CDC declares a Public Health Emergency for a transmittable disease, virus (such as COVID-19) or infection any officer who contracts the disease, virus or infection shall be treated as if the officer contracted it in the course of his/her employment and shall be entitled to all benefits provided in Section 45-19-1 of the General Laws as amended, unless the Town determines that it is more likely than not that the disease, virus or infection was contracted from a source outside the workplace.

- c. Any member covered by paragraph (a) of this section shall be permitted the physician of his choice and the hospital of his choice, covered by the health insurer provided by this Agreement, or if his condition prevents him from making such a decision, the choice shall be made by his nearest relation available at the time.
- d. Any injury, whether treated or not, shall become a permanent part of the record of the SPD. Any worsening of an injury shall entitle a member to the benefits of this article if the law is applicable.

All injuries, illnesses and recurrences thereof, shall be reported as required by SPD rules and regulations.

- e. In any case involving injuries, illnesses or recurrences thereof alleged to be connected to the performance of a member's police duty, the Town may reasonably require that a member submit to physical or mental examinations or re-examinations to determine causal relationship, diagnosis, prognosis, or whether or not the member is ready to return to work.

In the event of a dispute as to the nature, extent or causation of an injury, illness or recurrence thereof or as to the medical necessity or reasonableness of medical services and expenses, it shall be resolved in the following manner, during which time the officer will remain on R.I.G.L. 45-19-1 until a decision is rendered by the neutral physician or arbitrator:

A physician designated by the Town and a physician designated by the I.B.P.O. shall select a neutral physician to examine the police officer and review all relevant medical records and invoices. The neutral physician shall be board certified or otherwise qualified as a specialist in the area of medicine involving the alleged injury, infirmity,

illness or disease. The decision of the majority of these three physicians shall be controlling; provided however, that the Town or I.B.P.O. shall have the right to have said determination reviewed by a single arbitrator in accordance with the Expedited Labor Arbitration Rules of the American Arbitration Association. In all other respects, such an arbitration shall be governed by the arbitration provisions set forth in this Agreement. An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty, shall be prohibited from engaging in outside employment while said incapacity exists if it substantially impedes recovery.

f. The Town agrees that every member shall on January 1, accrue one hundred eighty (180) hours of sick leave each calendar year, such leave to be accumulative to a maximum of one hundred eighty (180) days; provided however that an employee hired on or after July 1, 2013 may not accumulate more than one hundred twenty (120) days. The Town further agrees that in the event that a member should have a sickness beyond one hundred eighty (180) days, that in the discretion of the Town Council, they may continue to employ said member for an additional one hundred eighty (180) days.

Sick leave shall be defined as leave with pay because of an officer's inability to perform his regular duties caused by personal illness, physical incapacity, non-work related injury (all of which was not voluntarily caused). In circumstances in which a member's spouse or child is ill, sick leave may be discharged from the member's accumulation if attendance upon said member's spouse or child is medically necessary. Sick Leave may be utilized in four (4) hour increments. To be eligible for sick leave under these circumstances for a period longer than three (3) consecutive days, the member may be required by the Chief of Police to submit sufficient medical documentation.

A member on sick leave shall not be restricted to their personal residence unless leaving the house shall substantially impair their recovery or if the member is under forced quarantine including Public Health Emergency in sub-paragraph b above.

A member who is eligible to discharge leave under the Family and Medical Leave Act of 1993 ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") shall comply with the notice and medical certification requirements of those laws. Should a member discharge paid sick leave under this article for FMLA or

RIPFMLA qualifying leave, such paid leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances.

Sick leave will not be allowed unless notification of illness or injury is given to the Chief of Police or his designee by the member prior to the time he is scheduled to start work, absent emergency circumstances, otherwise sick leave shall be denied.

In the event that an officer must take sick leave pursuant to this section for a period in excess of three (3) consecutive days or in a pattern indicative of suspected abuse, then said officer shall be required to submit a physician's certificate to the Chief of Police.

g. In the case of death of a mother, father, husband, wife, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother or stepsister, stepchild, domestic partner, each employee covered by this Agreement shall be entitled to three (3) days leave of absence with pay, and it shall not be deductible from leave set aside as sick leave. Where unusual travel conditions exist, such period may be extended at the discretion of the Chief of Police or his designee in his absence.

In the case of death of a relative other than as provided above, such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of Police or his designee in his absence.

h. The Town agrees that any member suffering a heart condition on or off duty may be carried as injured on duty if appropriate pursuant to R.I.G.L. Section 45-19-1 and such injured on duty shall not be deducted from annual sick leave.

i. The Town agrees to supply not more than one pair of eyeglasses or contacts, at a maximum cost of not more than one hundred fifty (150) dollars, per year to any employee, who due to vision deficiency or change in vision is required to use same after he or she has been appointed a member of the department.

j. In the event that a police officer becomes injured while on duty and is not capable of performing his actual or normal duties, but is capable of being of assistance to the police department, he may be considered for assignment to light duty at the Chief's discretion. Light duty shall be of a nature of acting as a clerk or some other type of

activity that will not put him in actual physical confrontation with another individual. On light duty, an officer will not be considered for special details. (e.g. An officer is patrolling and is involved in an accident and breaks his foot. He now not capable of going out in the area in a patrol car, but after a few days he would be able to sit at a desk in the station and perform clerical duties).

In the event that a police officer is off duty and performing some non-related task such as shingling a roof and he falls and sustains an injury, his sick leave will be used but he may be assigned to light duty. He now would be credited with working and he would not expend sick leave.

SECTION 2 SICK LEAVE BUY BACK UPON RETIREMENT

The Town agrees that upon a members retirement it will buy said member's sick time pursuant to the following formula: [(Number of accumulated sick leave days, not to exceed one hundred eighty (180)) x [(0.50)] x [(0.25 of the base weekly salary at the time of retirement)] = [(\$ amount of sick leave payable by Town to member at retirement)].

SECTION 3 ANNUAL SICK LEAVE BUY BACK

In January of each year, a member may request the Town to buy back at twenty five percent (25%) of value up to fifty percent (50%) of the fifteen (15) day maximum annual accrual not used in the prior year. The value of each sick day is twenty five percent (25%) of a member's weekly base salary. The parties agree that the monies noted herein shall be paid in lump sum checks and are not built into salary base. Moreover, employees must be on the payroll on both the beginning date and ending date in order to be eligible to receive this bonus.

ARTICLE X

LEGAL ASSISTANCE/LEGAL COVERAGE

SECTION 1 LEGAL ASSISTANCE

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his duty as an employee of the SPD, to the extent the claim is not covered by insurance the Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee except where such judgment is rendered in a civil suit involving the application of bodily force, wherein the Town has

been exonerated; in such case the determination whether or not the Town shall pay the judgment shall be left to the determination of the Town Council. In all cases for which the Town may be liable under this section, the Town may in its discretion settle any case provided the amount of such settlement shall be paid by the Town.

SECTION 2 LEGAL COVERAGE

1. The Town agrees to maintain an insurance policy in the form attached hereto as Appendix B for the duration of this Agreement, provided that it continues to remain available. If the policy offered by the insurer changes or becomes unavailable during the term of the Agreement, the Town and the Union agree to negotiate regarding the procurement of alternate coverage.

2. Burial Expenses

- a. In any case where an employee dies while a member of the Scituate Police Department, the Town shall pay his/her burial expenses, but obligations in this regard shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).
- b. In the event that an officer is killed while on duty, the Town shall pay Twenty-five Thousand (\$25,000.00) towards the cost of burial expenses.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURES

- a. Definition: Exemption: Exclusivity. A grievance is a dispute between the member (or the Union) and the Town which involves the application, meaning or interpretation of the express provisions of this Agreement or any health and safety concerns.
- b. Procedure. Not later than five (5) days, excluding weekends and holidays, after the event giving rise to the grievance, the officer (or the Union) must submit his grievance in writing to the Chief of Police. The Chief of Police or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall be deemed denied.
- c. Written Presentation. Any grievance presented in accordance with the procedures set forth in Paragraph b, shall include: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by

the aggrieved member(s) and duly authorized Union representative. The Chief of Police may request a meeting with the member(s) and duly authorized Union representatives.

d. Time Limitations. The time limitations set forth in this article are of the essence of this Agreement and the failure by a member (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written agreement.

e. Submission to Arbitration. Any grievance, as defined in Paragraph a. of this article that has been properly and timely processed through the grievance procedure set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Union serving the Town Council with a written demand for arbitration within ten (10) days, excluding weekends and holidays, after the response of the Chief of Police is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the member's (s') and Union's right to demand arbitration.

f. Arbitrator Selection. The demand for arbitration shall be submitted to the closest local office of the American Arbitration Association (A.A.A.) with a request that it furnish to the Union and the Town a list of qualified and impartial arbitrators. The arbitrator selection process and arbitration proceedings shall be governed by the A.A.A.'s Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

g. Arbitrator's Authority and Jurisdiction. The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision(s) of this Agreement. Additionally, in the event that a grievance arises over retirement rights or benefits as set forth under the terms of this Agreement and is submitted to arbitration, the arbitrator shall not have the authority over the Town of Scituate Retirement Plan for Police Department Employees, and specifically shall have no authority to amend, alter or modify that plan in any way. The arbitrator shall not substitute his judgment for the Town's where such discretion has been retained or reserved to the Town by the provisions of this Agreement or applicable law.

h. Binding Effect. Subject to applicable law, the decision of the arbitrator is final and binding upon both parties.

i. Fees and Expenses of Arbitration. The fees of the A.A.A. and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

ARTICLE XII

SALARIES / BI-WEEKLY PAY PERIODS / LONGEVITY

SECTION 1 SALARIES

Salaries for all members shall be paid for the fiscal year beginning July 1, 2024 in accordance with the following table:

Week Beginning:	7/1/2024	1/1/2025	7/1/2025	7/1/2026
	3.5%	3.5%	3.5%	3.5%
Sergeant	\$1,569.61	\$1,624.55	\$1,681.41	\$1,740.26
Patrolman Grade 5	\$1,459.11	\$1,510.18	\$1,563.04	\$1,617.75
Patrolman Grade 4	\$1,389.62	\$1,438.26	\$1,488.60	\$1,540.70
Patrolman Grade 3	\$1,320.16	\$1,366.37	\$1,414.19	\$1,463.69
Patrolman Grade 2	\$1,250.64	\$1,294.41	\$1,339.71	\$1,386.60
Patrolman Grade 1	\$1,054.30	\$1,091.20	\$1,129.39	\$1,168.92

The Detective Sergeant and the SRO shall receive a fifty (\$50.00) dollar a week non-pensionable stipend in addition to their regular weekly salary.

The following step system for the rank of patrolman shall be as follows. Years of service begins as of date of appointment.

Patrolman Grade 1	0 - 1 years of service
Patrolman Grade 2	1 - 2 years of service
Patrolman Grade 3	2 - 4 years of service
Patrolman Grade 4	4+ years of service
Patrolman Grade 5	5 years of service

For officers who transfer from another department the step system shall be as follows:

Upon completion of Field Training, officers shall be paid commensurate with their experience, including all other time as a sworn law enforcement officer.

Patrolman Grade 3	Academy – 1 year of experience
Patrolman Grade 4	More than 1 to less than 5
Patrolman Grade 5	5 +

SECTION 2 BI-WEEKLY PAY PERIODS

The salaries provided in Section 1, shall be provided on a bi-weekly basis.

SECTION 3 LONGEVITY

Effective July 1, 2018, the Town agrees that a longevity procedure shall be instituted based on years of service at the rates indicated below:

Years of Service	Percentage
1-5	0%
5-10	8%
10-15	9%
15-20	10%
20-25	11%
25-30	12%

ARTICLE XIII

AMMUNITION

The Town agrees to furnish to each member of the SPD fifty (50) rounds of ball ammunition for the member's duty pistol or forty (40) rounds of duty rifle ammunition monthly. Ammunition provided pursuant to this provision shall be used by the member to whom it was issued for training-related purposes only. Such member receiving said ammunition shall regularly practice on his own time and if such member fails to qualify during the annual pistol range detail, he shall be required to reimburse the Town for the ammunition received.

ARTICLE XIV

HEALTH AND DENTAL INSURANCES; EDUCATIONAL BENEFITS; DISABILITY RETIREMENT; HEALTH COVERAGE FOR RETIREES; LIFE INSURANCE

SECTION 1 HEALTH INSURANCE

Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family, as he may elect. A summary of benefits for said PPO plan is appended hereto as Appendix C and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer. Each employee shall pay eighteen percent (18%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck.

Effective July 1, 2025 that percentage shall increase to nineteen percent (19%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck. Effective July 1, 2026, that percentage shall increase to twenty percent (20%) of the monthly working rate for the Town, deducted bi-weekly from the employee's paycheck. Each employee shall sign a payroll deduction authorization as may be required by the Town Treasurer to satisfy this cost-sharing obligation.

The PPO plan will be designed to include the following: 12 chiropractic visits per year; \$10 co-pays for office visits to primary care physicians; \$20 co-pays for office visits to specialists; \$25 co-pays for Urgi visits; and, \$100 co-pays for emergency room visits each occurrence.

The prescription coverage requires an employee co-payment of twenty percent (20%) at any network pharmacy. If a member chooses a brand name medication over an available generic equivalent, the member will be responsible for the difference in cost between the two. Drugs purchased at non-network pharmacies are reimbursed at fifty percent (50%) of the allowance under the plan.

SECTION 2 DENTAL INSURANCE

Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with dental insurance with an annual maximum of \$2,000.00 per calendar year per member and a lifetime maximum (orthodontics only) of \$2,000.00. Effective July 1, 2024, each employee shall pay eighteen percent (18%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. Effective July 1, 2025, each employee shall pay nineteen percent (19%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. Effective July 1, 2026, each employee shall pay twenty percent (20%) of the cost of said dental insurance, deducted bi-weekly from the employee's paycheck. A summary of benefits for said dental plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer.

Effective July 1, 2018, the Town shall provide a composite filling rider.

SECTION 3 ALTERNATIVE SUBSTANTIALLY EQUIVALENT COVERAGE; HSAs

The Town reserves the right to provide comparable health or dental insurance coverage which is substantially equivalent or better than existing coverage. Additionally, if any alternative health or dental coverage becomes available during the term of this agreement, including without limitation, coverage offering individual health savings account plans (HSAs) pursuant to changes in the Internal Revenue Code made possible by the Medicare Modernization Act of 2003, then the Union and the Town shall meet and confer to bargain implementation of such coverage.

SECTION 4 BUYBACK ELECTION

If a member has proof of other health or dental coverage and elects not to receive either or both of such coverage described in this Section, the Town shall pay him twenty five percent (25%) of its annual cost for either or both of such coverage. A member interested in exercising this election should contact the Town Treasurer concerning this option.

SECTION 5 EDUCATIONAL BENEFITS

The Town agrees that it will continue to pay for education courses, books, and course/tuition fees in the same manner and to the same extent as heretofore. Course

requirements must be met with a passing grade or the officer must reimburse the Town. Grades must be submitted prior to funding the next semester.

SECTION 6 DISABILITY RETIREMENT

Employees who are placed on disability retirement shall have their existing PPO coverage paid for by the Town, unless they obtain other employment that offers equivalent or greater healthcare coverage. The Town is responsible for covering an officer's injury on duty injury/claim number for the remainder of his life.

SECTION 7 HEALTH COVERAGE - RETIREES

- a. Members of the SPD who retire on or after July 1, 1985, and who shall have served at least twenty (20) years in the SPD, shall be eligible for partially paid PPO coverage, as indicated in Paragraph (e) of this section.
- b. The Town and the Union agree that the containment of rapidly escalating health care costs is beneficial to both the taxpayers of the Town and the members of the SPD. Therefore, in an effort to reduce health care costs, the Town and the Union agree to implement the procedures outlined in Paragraphs (c) through (e) of this section.
- c. In order to be eligible for the benefits of this Section, each eligible member must submit a written request to the Town Treasurer at least thirty (30) days, but not more than ninety (90) days prior to July 1st of each year. The written request must include the following information:

- 1.) The type of coverage sought (individual or family);
- 2.) The name and address of his employer(s), if any;
- 3.) His business and its address, if he is self-employed;
- 4.) The name and address of his spouse's employer(s);
- 5.) His spouse's business and address if his spouse is self-employed;
- 6.) Whether or not he is eligible to receive substantially equivalent or greater health care coverage from any of the sources listed in 2.) through 5.) above.

If the member or his spouse is eligible to receive substantially equivalent or greater health care coverage from any of the sources listed as items in Sections 2.) through 5.) above, the Town shall not be required to provide PPO coverage. Once a member or his spouse qualifies for health care coverage from any other employer, or governmental programs, the Town's obligation under this section shall be suspended.

Once suspended, a member shall have the right to reapply for the Town's PPO coverage and the Town shall provide same in accordance with the rules and regulations of the PPO then obtaining.

d. A member's failure to comply with the provisions of Paragraph (c) shall result in forfeiture of all future eligibility for coverage under this Section.

e. The Town will pay fifty percent (50%) of the premium cost of individual PPO coverage for retired members who comply with the foregoing paragraphs of this Section. The Town will pay fifty percent (50%) of the premium cost of family PPO coverage for retired members who comply with the foregoing paragraphs of this Section. The employee's contribution shall be deducted from the employee's retirement check.

Once annually, a member shall sign an authorization form allowing the Town to deduct his contribution for health care coverage and further shall sign an authorization form allowing the Town to determine what health care coverage is available to employees of the member's employer, and the spouse's employer.

SECTION 8 LIFE INSURANCE

The Town agrees to provide each member with a \$100,000.00 life insurance policy. These policies will be for members' terms of employment only. Additional insurance may be purchased by the member as per Flex Benefit Plan option.

ARTICLE XV

PENSION

(a) Pension Committee

There shall be a Pension Committee for the general administration and responsibility for the proper operation of the Town of Scituate Retirement Plan for Police Department Employees ("Plan"). It shall consist of five (5) members comprised in conformity with Article 8, Section 8.1 of the Plan. Two (2) members shall be full time police officers subject to the Plan, Union Designee and the SPD. Two (2) members shall be members of the Town Council appointed by majority vote of the Town Council and to hold such position only as long as their terms on the Town Council. The fifth member shall be the Town Treasurer.

(b) Membership

Membership in the retirement system shall begin six (6) months after the effective date of appointment as a probationary police officer. Such member upon acceptance into the retirement system may purchase the six months credit providing such purchase shall be within twelve (12) months after acceptance into the retirement system. Effective July 1, 2014, no new member of the SPD, specifically, anyone that is hired after June 30, 2014, shall enter the retirement system or become a participant in the Plan. Rather, employees hired on or after July 1, 2014 shall be enrolled in the retirement plan entitled, "Optional Retirement for Members of Police Force and Fire Fighters" (the "MERS Plan") codified in R.I.G.L. §§ 42-21.2-1 et seq. (the "MERS Statute"), which is part of the Rhode Island Municipal Employees' Retirement System. Employees who become members of the MERS Plan shall be required to contribute the amounts and shall be entitled to receive the benefits enumerated in the MERS Statute, as now exists or as may be amended. The Town shall undertake all actions and pay all expenses necessary to effectuate the enrollment of employees hired on or after July 1, 2014 in the MERS Plan.

(c) Retirement

Whenever any member of the SPD hired prior to June-30, 2000 has served twenty (20) years, he will receive a sum equal to one-half of the base salary of the officer's highest three (3) years which shall be paid to him during his life.

In the event that any member of the SPD hired prior to June 30, 2000 serves beyond twenty (20) years, he shall be allowed an additional amount equal to two percent (2%) for each completed year served after twenty years, but in no event shall the original retirement allowance exceed sixty percent (60%) of the salary received at the time of his retirement.

A member of the SPD hired after July 1, 2000 shall serve twenty-five (25) years, at the conclusion of which he will receive a sum equal to sixty percent (60%) of the base salary which he is receiving, which shall be paid to him during his life. Service beyond twenty-five (25) years shall not increase the retirement allowance beyond sixty percent (60%). Effective July 1, 2018, any member of the SPD hired prior July 1, 2014 may retire after he has served twenty (20) years regardless of age, and will be eligible to receive a sum equal to one-half of the base salary of the officer's highest three (3) years which

shall be paid to him during his life. However, any officer who retires between twenty (20) years of service and prior to twenty-five years of service shall not be eligible to receive their pension salary entitlement until they have reached their twenty-fifth (25th) anniversary.

In the event that any member of the SPD hired prior to July 1, 2014 serves beyond twenty (20) years, he shall be allowed an additional amount equal to two percent (2%) for each completed year served after twenty years, but in no event shall the original retirement allowance exceed sixty percent (60%) of the salary received at the time of his retirement.

A member of the SPD hired after July 1, 2014 shall participate in the State Retirement System for municipal police employees with a service retirement as defined under the Municipal Employee Retirement System (R.I.G.L. § 45-21-2-1 et seq.) and Plan C COLA.

A member who retired before July 1, 2003 shall be entitled to an increase in his retirement pay in the amount of thirty (30%) of any percentage increase that has been granted subsequent to January 1, 1984, in the annual salary then allocated to the position or rank he held as of the date of his retirement

Effective July 1, 2003, any member who is eligible to retire after completing twenty (20) years of service or more, or any member who retired with an accidental disability pension on or after July 1, 2021, shall be entitled to a three percent (3%) non-compounded cost of living adjustment (COLA) annually. This provision does not apply to any past retirees or any members hired after July 1, 2012. For those retirees entitled to the COLA described in this paragraph, it shall be deferred for a period of three (3) years for any member who retires on or after July 1, 2015; i.e. said COLA shall begin in the fourth year after the date of retirement.

“Average Compensation” shall mean Compensation of a Participant averaged over three (3) highest years as an employee prior to the earlier of (1) his termination of Service, (2) his retirement or (3) termination of the Plan.

Effective July 1, 2007, holiday pay shall be included as compensation for pension calculation purposes.

(d) Death

In the event of the death of a member, in the service or retired, payments shall be according to the state law as to Police Pensions.

(e) Contributions

Every member shall contribute an amount equal to twelve percent (12%) of Compensation as defined in the Plan.

The Town shall contribute an amount equal to ten percent (10%) of Compensation as defined in the Plan earned by each member.

The Town shall deduct employee contributions each and every payroll and such deduction shall be made during the entire time a member is in service. The Town Treasurer shall make a monthly deposit to the retirement system, all employee deductions as well as the amount of contributions of the Town paying fifty percent (50%) of said increase and the members contributing, pro rata, the other fifty percent (50%) thereof. Notwithstanding the foregoing, the current fifty percent (50%) Union liability shall be reduced by sixteen and 2/3 percent (16.66%) per year commencing July 1, 2000, (i.e. year one the Union liability is 33.34%, the Town 66.66%, year two Union liability is 16.68%, the Town 83.32%, etc.), until the Union's liability is zero percent (0%).

(f) Accidental Disability

Any member in active service, regardless of length of service, shall be entitled to an accidental disability retirement when such disability is the result on an injury sustained while in the performance of duty (whether or not during regular working hours), and such disability was not the result of the willful negligence or misconduct on the part of the member. Upon retirement for accidental disability a member shall receive a retirement allowance equal to sixty-six and two-thirds ($66 \frac{2}{3}$) of the rate of his compensation at the date of disability, to be paid until such time as the member would have otherwise qualified to retire pursuant to subsection (c) of this Article XV. Thereafter, the member shall receive a retirement allowance calculated as if the member had retired pursuant to subsection (c).

Heart attack and hypertension may be considered accidental disability.

Any member of the Plan who remains disabled from service as a police officer due to the reasons set forth in this subsection for eighteen (18) consecutive months shall be required to apply to retire hereunder.

(g) Ordinary Disability

A member of the department may retire after seven (7) years of service when he becomes incapacitated not as a result of service, but is totally and permanently disabled for service and shall be entitled to a benefit equal to one and two-thirds percent (1 2/3%) of annual salary for each year of credited service, but not less than twenty-five percent (25%).

Any member of the Plan who remains disabled from service as a police officer due to the reasons set forth in this subsection for eighteen (18) consecutive months shall be required to apply to retire hereunder.

(h) Service Retirement Allowance

The amount of service retirement allowance is two and one-half percent (2 1/2%) of annual salary per year of credited service, and two percent (2%) for each year over twenty (20) years of service.

(i) Condition of Retirement

Any member may retire optionally upon completion of ten (10) years service provided such member is at least fifty-six (56) years of age.

(j) Refunds Vested Rights

A member becoming separated from service other than by death or retirement is entitled to a refund of his total contributions. He thus forfeits all his accrued credits and interest in the system.

A member having at least ten (10) years of service may leave his contributions credits intact and upon attaining age fifty-six (56) may apply for service retirement allowance earned and accrued at the date of his separation from service.

(k) Exclusions

Membership is limited to regular or permanent police officers of the SPD. Employees occupying a position of temporary or non-police status are not eligible for membership.

(l) Military Credits

The terms and conditions of ARTICLE SEVEN CONTRIBUTIONS, Section 7.4 MILITARY SERVICE of the Plan are incorporated by reference as if fully set forth herein. It is understood and agreed that a member's purchase of credit for military service under Section 7.4, shall be at the rate at which the member is required to contribute to the Plan at the time of electing to purchase credit for military service.

The Town shall be required to contribute an equal amount, and payment by the Town to the pension system shall be during the same month and year as payment by member.

(m) Spouse/Family Benefits When an Employee is killed while on duty:

A) In the event an employee is killed in the line of duty, the following benefits, in addition to any life insurance, state or federal payments or benefits, shall be provided to the employee's family:

- 1) Any officer killed in the line of duty shall be promoted to the next highest rank posthumously and shall receive all benefits associated with the higher rank.
- 2) If the employee is married or unmarried with children, the family shall receive sixty-five percent (65%) of the employee's Annual Base Salary as define in Article XII, until the children reach the age of eighteen (18), or until the children reach the age of twenty-three (23) while attending college. Full family medical and dental coverage shall be provided during this time. Once all of the employee's children reach the age of eighteen (18), or twenty-three (23) if attending college, the spouse of the employee shall receive fifty percent (50%) of the employee's salary. Medical and dental benefits shall be supplied to the surviving spouse until the age of sixty-five (65), or until the spouse remarries, or until covered by a federally insured program.
- 3) If the employee is married without children, the employee's spouse shall receive fifty percent (50%) of the employee's Annual base Salary as defined in Article XII, of this Agreement. The employee's spouse shall receive medical and dental benefits until the age of sixty-five (65), or until the spouse remarries, or until covered under a federally insured program.

- 4) The spouse will be entitled to the Cost-of-Living provisions as defined in Article XV, of this Agreement.
- 5) In the event that the employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

It is further understood by both parties that the pension afforded to the spouse, as defined above, will be based on the employee's salary at the time of his/her death and said pension shall be consistent with what is known as a normal pension as opposed to a disability pension.

(n) Discipline Record

1. No employee shall be disciplined without Just cause.
2. Any record of disciplinary action included in an officer's personnel file will be expunged from that file within two (2) years, provided that during the interim period the member has had no further departmental charges.

ARTICLE XVI

ANIMAL CONTROL

Except in an emergency or when the Dog Officer is not available, the Town agrees that any member covered under this contract will not be required to operate any vehicle designated as a Dog Vehicle, K-9 Wagon, or Animal Control Officer's Vehicle, or to maintain the Dog Pound.

ARTICLE XVII

OUTSIDE EMPLOYMENT

Any police officer employed within the bargaining unit desirous of engaging in outside employment shall provide written notification in advance and shall be required to receive written permission from the Chief of Police or his designee with respect to the outside employment.

The employee shall indicate the nature of employment, location, anticipated hours of work, and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the SPD shall be the primary consideration. Therefore, employees shall have the obligation to be available and physically fit for full performance of their law enforcement duties. Should it be determined that authorized outside

employment is not appropriate or is interfering in some way with the employee's job performance or otherwise, the Chief of Police shall have the authority to restrict said outside employment in a manner reasonably deemed necessary to maintain a professional law enforcement department. It is understood that any outside employment shall not encompass work which adversely affects the integrity of the SPD. Any decision made by the Chief of Police under this Article shall not be subject to the grievance or arbitration provisions of this Agreement, unless such decision is arbitrary, capricious and not well-founded.

ARTICLE XVIII

RIGHTS OF VETERANS AND MEMBERS OF ARMED SERVICES

The Employer will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and recodified.

ARTICLE XIX

SAVINGS CLAUSE

Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State Law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XX

ALTERATION OF AGREEMENT

It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future of all the terms and conditions herein.

ARTICLE XXI

NO STRIKES OR LOCKOUTS

The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Town lockout its employees during the terms of the Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

ARTICLE XXII

DURATION OF THE AGREEMENT

This agreement shall be for the period commencing July 1, 2024 and ending June 30, 2027.

IN WITNESS WHEREOF, the said Town of Scituate has caused this instrument to be executed and its corporate seal to be affixed by Abbie Groves, President of the Town Council, thereunto duly authorized by the Town Council of the Town of Scituate, as of the day and year first written and the said International Brotherhood of Police Officers, Scituate Local 502, has caused this instrument to be executed by its President, thereunto duly authorized, effective as of the day and year first above written.

EXECUTED IN THE PRESENCE OF:

TOWN OF SCITUATE

Maresa Marmaras

Abbie Groves

Abbie Groves, President
Town Council

Date: 8/30/24

INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, SCITUATE
LOCAL 502

Timothy Brady, President
Scituate Local 502

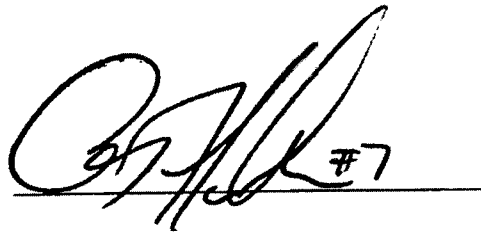
Date: _____

IN WITNESS WHEREOF, the said Town of Scituate has caused this instrument to be executed and its corporate seal to be affixed by Abbie Groves, President of the Town Council, thereunto duly authorized by the Town Council of the Town of Scituate, as of the day and year first written and the said International Brotherhood of Police Officers, Scituate Local 502, has caused this instrument to be executed by its President, thereunto duly authorized, effective as of the day and year first above written.

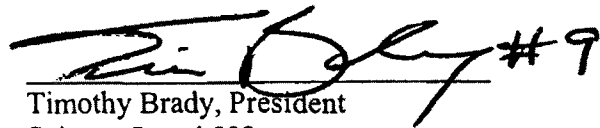
EXECUTED IN THE PRESENCE OF: TOWN OF SCITUATE

Abbie Groves, President
Town Council

Date: _____



INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS, SCITUATE
LOCAL 502



Timothy Brady, President
Scituate Local 502

Date: 9/25/24

[APPENDIX A: MEMORANDUM OF AGREEMENT REGARDING DETECTIVE
SERGEANT POSITION]

MEMORANDUM OF AGREEMENT

The parties hereto, the Town of Scituate, R.I. (hereinafter "Town") and the International Brotherhood of Police Officers Local 502 (hereinafter "Union"), hereby agree, on this

1ST day of ~~December 2017~~ January 2018 to the following:

WHEREAS, the Town and the Union are desirous of creating a new Detective Sergeant's position within the Scituate Police Department, and

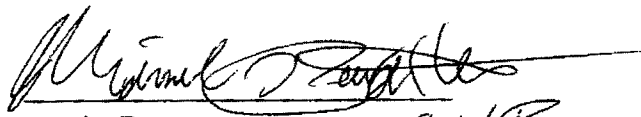
WHEREAS, the Town and the Union have commenced good faith bargaining over the terms and conditions of this position,

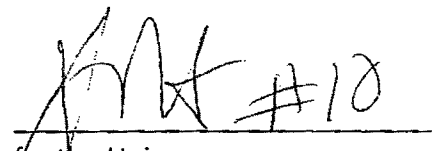
NOW, THEREFORE, the Town and the Union have agreed to the following terms and conditions.

1. An officer at the rank of Sergeant shall fill the Detective position.
2. A new Sergeant's position shall be created to add a fifth (5) Sergeant to the Table of Organization to replace the vacancy that was created by the creation of the Detective Sergeant's position.
3. The selection of the Detective Sergeant's position shall be filled in the following manner.
 - a. All interested eligible candidates that are interested in the position shall send the Chief of Police or his designee a letter of interest for the position within a specified time agreed upon by the Town and the Union.
 - b. A Panel of three (3) officers who hold the rank of Detective Lieutenant or Detective Captain from the following Departments shall interview those candidates: RISP; CRANSTON; WARWICK; PAWTUCKET; EAST PROVIDENCE Police.
 - c. The Interview Panel shall ask all candidates the same questions/scenarios. Additional questions pertaining to their resumes, education, etc. may be asked.
 - d. The Interview Panel shall rate all candidates by a numeric number system 1-100. The Panel shall then enclosed the results in a sealed envelope and all panel members shall initial the envelope.
 - e. The sealed envelope shall then be given to the Chief of Police or his designee. The envelope shall only be opened in the presence of the Union President of their designee.
 - f. The Chief of Police shall award the Detective Sergeant's position to the Sergeant/Officer who scores the highest.
4. Upon the Detective being awarded the position, the Detective must become certified or already be certified from the BCI School. If the Detective has not already attended the BCI School, the Town agrees to send the Detective to the next school that is available.
5. The hours shall be Monday through Friday, 7am to 3pm, with weekends and holidays off.
6. The Detective shall be in the Detail Rotation in accordance with Article VI, Section 5.

7. The Detective Sergeant shall not be in the Patrol Overtime rotation or subject to Patrol Order backs. The Detective Sergeant shall be asked and afforded the opportunity to work the overtime after all officers that are in the regular overtime rotation are asked first. However, the Detective Sergeant shall be subject to callbacks and order backs relating to his Detective Sergeant position.
8. All members of IBPO 502 who work Monday through Friday, weekends and holidays off shall be paid a \$50.00 a week non-pensionable stipend in addition to their regular weekly salary.
9. The Detective Sergeant shall be subject to assisting the Patrol Division with the transportation of prisoners to court or otherwise from time to time as needed.
10. The Detective Sergeant shall be subject to being temporarily reassigned back to the Patrol Division if there is a long-term absence in the patrol division due to a long-term IOD or a Military Deployment, which would create a vacancy for more than thirty (30) days.
11. The Town shall designate an unmarked vehicle dedicated to the Detective's position.
12. The Terms and conditions of this Agreement shall be incorporated in the next successor Agreement.

WHEREFORE, the parties to this Agreement have read all the terms and conditions and finding each other to be fair and reasonable due hereby execute this document of their own free act and deed.


For the Town
1/1/18 CVP.


for the Union
Karen Hamer
1-1-18

[APPENDIX B: RI INTERLOCAL TRUST POLICY RE POLICE PROFESSIONAL
LIABILITY]

INSURANCE CERTIFICATE

PROPERTY AND LIABILITY COVERAGE

Insured Member	Town of Scituate (Excluding the Scituate School Department and the Housing Authority of the Town of Scituate but including those municipal boards, commissions and departments represented in the Town of Scituate's application.)
Coverage Term	July 1, 2024 - June 30, 2025
Coverages Provided	Per Coverage Policy Document ("the Policy") on file with the Rhode Island Interlocal Risk Management Trust ("The Trust") as summarized below:

Section 1 - Liability Coverage - Limit of Liability

All limits of liability are provided on a "Per Occurrence" basis, except: with respect to claims arising under the Public Officials'/School Board Liability and Employee Benefits Liability Insuring Agreements which are provided on a "Claims Made" basis and annual aggregate basis and subject to a retroactive date of 10/18/1989; and with respect to Products Completed Operations Hazard which is provided on an annual aggregate basis; and with respect to Pollution Liability Coverage, only coverage for a fire department or hazardous response team responding to a third-party contamination event is provided on an annual aggregate basis.

Police Professional Liability	Limit: \$5,000,000 per occurrence Deductible: \$25,000 per occurrence
Public Officials' Liability	Limit: \$5,000,000 per occurrence and annual aggregate Deductible: \$5,000 per occurrence
Employee Benefit Liability	Limit: \$5,000,000 per occurrence and annual aggregate Deductible: \$2,500 per occurrence
Automobile Liability	Limit: \$5,000,000 per occurrence Deductible: \$2,500 per occurrence
Medical Service Providers Liability	Limit: \$5,000,000 per occurrence Deductible: \$2,500 per occurrence
Uninsured Motorist	Limit: \$1,000,000 per occurrence Deductible: \$2,500 per occurrence
Medical Payments, Automobile Medical Payments	Limit: \$10,000/\$100,000 any one person/any one loss Deductible: \$2,500 per occurrence
Comprehensive General Liability	Limit: \$5,000,000 per occurrence Deductible: \$2,500 per occurrence Sewer Backup Liability Deductible: \$2,500 per claim

INSURANCE CERTIFICATE

PROPERTY AND LIABILITY COVERAGE

RHODE ISLAND INTERLOCAL



Section 1 - Liability Coverage (Continued)

Member Loss Share for Sewerage Backup Liability Claims

Insured Member pays eighty percent (80%) of all losses in aggregate above \$50,000 in the policy year, net of deductible amounts per claim, except that in the event of a single large loss of \$250,000 or greater, the eighty percent (80%) co-pay provision is not applicable for that portion of an individual per occurrence loss amount in excess of \$250,000.

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INSURANCE CERTIFICATE

PROPERTY AND LIABILITY COVERAGE

Section 2 - Property Coverage - Limit of Liability

Property including Buildings and Contents, Flood and Earthquake, Auto Physical Damage, Business Interruption, Extra Expense, Architects' Fees, Transit, EDP Media, Equipment and Extra Expense, Crime and Employee Dishonesty and Miscellaneous Property; By an Equipment Breakdown Endorsement to the Property Policy, The Trust also covers Boiler & Machinery including Boilers, Fired and Unfired Vessels, Refrigeration, Air Conditioning Equipment, Mechanical and Electrical Equipment.

Auto Physical Damage	Actual Cash Value Deductible: \$2,500 per occurrence
Building and Contents	Replacement Cost, not to exceed \$12,915,295 per occurrence Newly Acquired Property, \$500,000 Deductible: \$2,500 per occurrence
Money & Securities (Inside and Outside)	Limit: \$150,000 per occurrence Deductible: \$2,500 per occurrence
Crime and Employee Dishonesty	Limit: \$200,000 per occurrence Deductible: \$2,500 per occurrence
Equipment Breakdown	Limit: \$100,000,000 per occurrence Deductible: \$2,500 per occurrence

Varying sub limits for other Property and Equipment Breakdown risks.

INSURANCE CERTIFICATE

PROPERTY AND LIABILITY COVERAGE

Section 2 - Property Coverage (Continued)

Aggregate Liability Limits:

All limits of liability above are further subject to the following aggregate liability limits

A. The Trust's limit of liability for Electronic Property, in the aggregate for all Trust Insured Members, is \$1 million per occurrence.

B. The Trust's limit of liability for Property coverage, in the aggregate for all Trust Insured Members, is \$500 million per occurrence.

C. The Trust's limit of liability for loss caused by a "Named Windstorm", in the aggregate for all Trust Insured Members, is \$250 million per "Occurrence".

The respective aggregate limits for A., B., and C. above will be shared by all Insured Members which experience a covered loss in a given occurrence. If the aggregate is met for an occurrence, an Insured Member will receive the same percentage of the aggregate limit as the percentage which its covered loss bears to all covered losses of all Insured Members for the occurrence.

D. The Trust's limit of liability in the aggregate for all Trust Insured Members for a Flood loss is \$100 million per period of insurance, except that in the event of a Flood loss for properties in National Flood Insurance Program Zones A and V the aggregate limit of liability per period of insurance is \$50 million.

E. The Trust's effective limit of liability in the aggregate for all Trust Insured Members for any Earthquake loss is \$100 million per period of insurance.

The respective aggregate limits for D. and E. above will be shared by all Insured Members which experience a covered loss in a given period of insurance. If the aggregate is met during the period of insurance, an Insured Member will receive the same percentage of the aggregate limit as the percentage which its covered loss bears to all covered losses of all Insured Members in the period of insurance.

NOTE: In the event of a loss involving coverage under multiple Sections of this Certificate, only the highest deductible will apply.

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INSURANCE CERTIFICATE

PROPERTY AND LIABILITY COVERAGE

Section 3 - General Conditions

This Certificate is issued under the authority granted to The Trust pursuant to Rhode Island General Law §45-5-20.1. All insurance coverages are subject to the terms, conditions, and limitations of the Membership Participation Agreement entered into between The Trust and the Insured Member and the Coverage Policy Documents in current use by The Trust. Except with respects to the Limits of Liability stated herein, this Certificate does not amend, extend or alter the coverage afforded by the Coverage Policy Documents which are on file at The Trust offices and available upon request.

Unless the Trust determines otherwise, coverage will automatically renew July 1, 2025 provided the Insured Member has not given notice at least 60 days prior to July 1, 2025 of its intent to not renew coverage.

7/1/2024

By:



Ian C. Ridlon, Esq.
President and Executive Director
Rhode Island Interlocal Risk Management Trust

CYBER COVERAGE ENDORSEMENT

This Endorsement modifies the coverage provided under the
 Property Insurance Policy and Liability Insurance Policy

Town of Scituate
July 1, 2024 to June 30, 2025

In consideration of the premium paid, the insurance is extended to cover:

Against loss resulting from a Cyber Incident defined as an occurrence or observable event that actually or potentially results in adverse consequences or poses a threat to an information system or the information that the system processes, stores, or transmits, including any security policies, security procedures, or acceptable use policies, which may require a response action to mitigate the consequences.

It is agreed and understood that this coverage is further defined by the insurance agreement in place between Beazley Syndicate AFB 2623/623 and Alliant Insurance Services, on behalf of the APIP program, and The Rhode Island Interlocal Risk Management Trust and its Members as Named Insureds to the program. The coverages, terms, and conditions of the Beazley Cyber Policy will apply in the event of a Cyber Incident.

COVERAGES AND LIMITS

Annual Policy and Program Aggregate Limit of Liability: \$40,000,000 (subject to policy exclusions) for all Insureds/Members combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following sub limits as noted. Program limit.

Annual Aggregate Limit of Liability for each Insured/Member: \$2,000,000 (Aggregate for all coverages combined, including Claim Expenses) subject to the following sub limits as noted:

- Breach Response Costs: \$500,000 Aggregate Limit of Liability for each Insured/Member (Limit is increased to \$1,000,000 if Beazley Nominated Services Providers are used).
- First-Party Loss
 - Business Interruption and Dependent Business Interruption Aggregate Sublimit: \$750,000 Aggregate Limit of Liability for each Insured/Member
 - Business Interruption Loss Resulting from Security Breach: \$750,000 Aggregate Limit of Liability for each Insured/Member.
 - Business Interruption Loss Resulting from System Failure: \$500,000 Aggregate Limit of Liability for each Insured/Member.
 - Dependent Business Loss Resulting from Security Breach: \$750,000 Aggregate Limit of Liability for each Insured/Member.
 - Dependent Business Loss Resulting from System Failure: \$100,000 Aggregate Limit of Liability for each Insured/Member.
 - Cyber Extortion Loss: \$750,000 Aggregate Limit of Liability for each Insured/Member.
 - Data Recovery Costs: \$750,000 Aggregate Limit of Liability for each Insured/Member.

LIABILITY

Data & Network Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses.

Regulatory Defense & Penalties: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses.

Payment Card Liabilities & Costs: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses.

Media Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses.

eCRIME

Fraudulent Instruction: \$75,000 Aggregate Limit of Liability for each Insured/Member.

Funds Transfer Fraud: \$75,000 Aggregate Limit of Liability for each Insured/Member.

Telephone Fraud: \$75,000 Aggregate Limit of Liability for each Insured/Member.

CRIMINAL REWARD

Criminal Reward: \$25,000 Aggregate Limit of Liability for each Insured/Member.

COVERAGE ENDORSEMENT(S)

Consequential Reputational Loss: \$200,000 Aggregate Limit of Liability for each Insured/Member.

Computer Hardware Replacement Costs: \$200,000 Aggregate Limit of Liability for each Insured/Member.

Invoice Manipulation: \$100,000 Aggregate Limit of Liability for each Insured/Member

Cryptojacking: \$50,000 Aggregate Limit of Liability for each Insured/Member

Retention:

- Cyber Insurance Coverage deductible: \$2,500
- Dependent/Business Interruption Loss: 8-Hour waiting period

Subject otherwise to all terms, clauses, and conditions as heretofore.

7/1/2024

By:



Ian C. Ridlon, Esq.
President and Executive Director
Rhode Island Interlocal Risk Management Trust


[APPENDIX C: TOWN PPO BENEFITS SUMMARY]



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Doesn't apply to some services with a fixed dollar copay and prescription drugs.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet deductible for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a referral.

-  • All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	None
	Specialist visit	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year; \$15 copay for allergy and dermatology office visits
	Preventive care/screening/immunization	No Charge	\$10 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	20% coinsurance (retail & mail order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance
	Tier 2 generally high cost generic and preferred brand name drugs	20% coinsurance (retail & mail order)	Not Covered	
	Tier 3 non-preferred brand name drugs	20% coinsurance (retail & mail order)	Not Covered	
	Tier 4 specialty prescription drugs	20% coinsurance (Specialty pharmacy)	50% coinsurance; deductible does not apply	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need immediate medical attention	Emergency room care	\$25 copay per visit	\$25 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$10 copay per urgent care center visit	\$10 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 copay /office visit No Charge for outpatient services	\$10 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain services.
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	None Private duty nursing: 20% coinsurance;
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|-----------------------|--------------------------|--|
| • Acupuncture | • Dental check-up, child | • Routine foot care unless to treat a systemic condition |
| • Cosmetic surgery | • Glasses, child | • Weight loss programs |
| • Dental care (Adult) | • Long-term care | |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|---------------------|--|----------------------------|
| • Bariatric Surgery | • Infertility treatment | • Private-duty nursing |
| • Chiropractic care | • Most coverage provided outside the United States. Contact Customer Service for more information. | • Routine eye care (Adult) |
| • Hearing aids | | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

_____To see examples of how this plan might cover costs for a sample medical situation, see the next section._____

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$10
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$70

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$60
Coinsurance	\$900

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$980

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing

Deductibles	\$0
Copayments	\$100
Coinsurance	\$100

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$200

The plan would be responsible for the other costs of these EXAMPLE covered services.